

memorandum

DATE:

REPLY TO
ATTN OF:

SUBJECT: **DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE FOR
CONTRACT NO. _____ with _____**

TO:

You are designated to act as the Contracting Officer's Representative (COR) in relation to the supplies and/or services to be provided under the subject contract pursuant to DOE Order O 541.1B, *Appointment of Contracting Officers and Contracting Officer's Representatives*, and in accordance with the Technical Direction clause contained in the subject contract. You must, therefore, thoroughly familiarize yourself with all of the requirements of the contract and your responsibilities relative to these requirements. As applicable to the subject contract, your duties will consist of the following:

- A. Monitor Contract Compliance. Ensure that the Contractor complies with all technical requirements of the work defined in the performance work statement/statement of work (PWS/SOW), including reports, documentation, data, work products, milestone schedules, and deliverables. In this connection, you should:
1. Inform the Contracting Officer/Contract Specialist (CO/CS) in writing of any performance failure by the Contractor.
 2. Inform the CO/CS if you foresee that the contract or any task order will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
 3. Ensure that the Government meets its contractual obligations to the Contractor. This includes, but is not limited to, furnishing any Government property and services specified in the contract, and providing timely Government comment on or approval of draft contract deliverables as may be required by the contract.
 4. Inform the CO/CS in writing of any necessary changes to the contract or task orders, as applicable, giving a full explanation of the proposed changes. A written request must be processed through the CO to effect any changes in the PWS/SOW, task order, reporting requirements, or any other part of the contract. If the Contractor proposes a change, you are to obtain a written statement to that effect and forward that statement along with your recommendations to the CO/CS. Your request should include the estimated cost of any proposed increase or decrease in the PWS/SOW and the availability of funds. You should ensure that changes in the PWS/SOW, including

delivery schedule, are issued by written contract modification by the CO before the Contractor proceeds with the changes.

5. Issue technical direction within the limitations set forth in this designation and in accordance with the Technical Direction clause of the contract. Such technical direction should be in writing. A copy of all technical direction sent to the Contractor will be provided to the CO/CS.

Note to CO/CS: Add the following to Item A.5. if contract work will be performed on-site and if the CO and program office determine that authority to suspend work is warranted based on consideration of the type of work to be performed (e.g. construction work, building and grounds maintenance, environmental restoration, etc.):

Technical direction includes authority to suspend work for environmental, safety, and health noncompliance reasons when a clear and present danger exists to workers, members of the public, or the environment. Clear and present danger is a condition or hazard that could reasonably be expected to cause death or serious harm to workers, members of the public, or the environment immediately or before such condition or hazard can be eliminated through normal procedures. The COR may re-delegate in writing the authority to suspend work for clear and present danger conditions or hazards to others as appropriate, provided the reasons for such suspensions and other appropriate information are immediately communicated to the COR.

6. Assist the Contractor in interpreting the technical requirements of the contract. Immediately report to the CO/CS in writing all technical issues that cannot be resolved without increasing costs or changing the contract. Also immediately report in writing any issues that cannot be mutually agreed to so that the CO/CS can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
7. Inspect and accept all deliverables within the scope of the contract. Review contract deliverables for unauthorized work.
8. Forward to the Assistant Manager for Environment, Safety, and Health (SE-30) occupational injury and illness data received from the Contractor. This data is a contract deliverable when DOE O 231.1 has been included in the contract as a requirement. SE-30, in turn, is charged with the responsibility of reporting the data to the DOE Computerized Accident/Incident Reporting System.
9. If the clause entitled, "Integration of Environment, Safety and Health Into Work Planning and Execution," is included in the subject contract, it requires the Contractor to submit documentation of its Safety Management System for Contracting Officer review and approval (paragraph e. of the clause). All Contracting Officer authorities stated in paragraph e. of the clause are hereby delegated to you, the appointed Contracting Officer's Representative.
10. If the contract contains a task-ordering clause, recommend approval of task orders to the CO/CS.

11. Inform the CO/CS, in writing, of the need to exercise the contract option, if any, for additional time and/or quantities of units acquired. In accordance with FAR 52.217-9 (if applicable), the CO/CS must give the Contractor a preliminary written notice of intent to extend at least 60 days before the contract expires. Your written request must be provided to the CO/CS before the Contractor can be notified.
12. Assess the contractor's performance and return the performance report to the CO/CS. You will receive an electronic notification including the performance criteria and rating scale which you will use in assessing the contractor's performance. The performance report shall be promptly completed and returned to the CO/CS in accordance with the instructions provided in the notification. All information contained in the completed Contractor Performance Report must be closely safeguarded since this information is Source Selection Information. Please note that you must be a registered user of the Contractor Performance System (CPS) in order to assess the contractor's performance. If your registration cannot be confirmed, you will be notified accordingly, and assistance will be provided in completing your registration.
13. Ensure that you adhere to the requirements and policies of FAR 37.104, *Personal services contracts*, and that there are no employer-employee relationships between Government and Contractor employees created. [Note: The DOE Acquisition Guide, Part 37, provides guidance on support service contracting, a copy of which is available from the CO/CS.]
14. Inform the CO/CS of any potential or evidence of organizational conflict of interest (OCI) problems. [OCI means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.]
15. File a Confidential Financial Disclosure Report (OGE 450) with the Office of Chief Counsel if a report has not previously been filed. All CORs are required to file a financial disclosure report annually to the Office of Chief Counsel [DOE O 451.1A].
16. If contract is a task order contract, as appropriate, designate a Contract Technical Monitor (CTM) to assist you in carrying out assigned functions.

B. Monitor Administrative and Funds Aspects of Contract.

1. Notify the CO/CS immediately of any indication that the cost to the Government for completing performance under the contract will exceed the amount stated in the contract or task orders, as applicable.
2. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
3. Monitor travel under the contract to assure the necessity, number of travelers, and duration are appropriate.

4. Promptly review and certify Contractor's periodic vouchers or invoices for payments in relation to the contract and progress reports to determine whether work accomplished is commensurate to payment requested. Questionable costs should be reported promptly to the CO/CS for appropriate resolution. In order to avoid interest payments, it is imperative that vouchers or invoices are promptly reviewed and certified for payment, if appropriate, and forwarded to the Contract Specialist for processing.

C. Property Management (as applicable).

1. Review and comment on the Contractor's request for Government-furnished facilities, supplies, materials, and equipment and forward the request to the CO/CS for disposition.
2. Review and comment on the Contractor's request for consent to the purchase of supplies, materials, and equipment, and forward the request to the CO/CS for disposition.
3. Review and comment on the Contractor's lease-purchase analysis or make-buy decisions.
4. Review and comment on the Contractor's submitted property management reports.

D. Security. If the contract requires access to classified information and/or clearance for entry to a limited area you should ensure that:

1. All Contractor (prime and subcontractor) clearance requests are submitted in a timely manner through you to ORO Access Authorization Branch (OS-202).
2. All DOE security requirements are met as may be specified by security regulations and procedures, the ORO Access Authorization Branch (OS-202) and the Office of the Assistant Manager for Safeguards, Security, and Emergency Management (OS-20). As a matter of practice, the COR should prepare a written record of meetings, trips, and telephone conversations relating to the contract. Each record and all correspondence relating to the contract should cite the contract number. It is requested that a copy of records or correspondence that you generate or receive relating to the contract be furnished to the CO/CS and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well classified and business-sensitive information.

E. Assist in Closeout of Contract.

1. Forward a written statement to the CO/CS attesting to the Contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are delegated.
2. Provide any required closeout information to the CO/CS; and make disposition of all records and documents pertinent to the administration of the contract which you

retained in your capacity as COR during the period of performance, in accordance with DOE and ORO policies and procedures existing upon closeout.

F. Continuous Learning Requirement

To remain current in acquisition knowledge, skills, and techniques, you must obtain 8 hours of formal refresher training every 2 years. The training will be in COR responsibilities and may be taken online through the Energy Online Learning Center (<http://energyolc.com>), the Federal Acquisition Institute (<http://fai.gov/>), or other training providers.

By separate memorandum, I have appointed [] to be Alternate COR.

In performing these responsibilities, you are not authorized to redelegate any Alternate COR responsibility to others; or negotiate terms or make any agreements or commitments with the Contractor, which involve a change in the scope, price/cost, terms, or conditions of the contract.

Only the CO is authorized to modify any term or condition of the contract, waive any requirement of the contract, or approve the payment of vouchers.

Please acknowledge acceptance of the COR designation and return one copy to []. **NOTE: Fill in Contract Specialist's name/office symbol.**

[]
Contracting Officer
Procurement and Contracts Division

cc:
Contractor
Alternate COR
Acquisition Services Branch, AD-424

ACCEPTANCE OF COR DESIGNATION:

Name

Date